

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

SEAN WINN,

Plaintiff,

-vs-

EQUIFAX INFORMATION
SERVICES LLC and SWIFT & CO.
LOFTS CONDOMINIUM
ASSOCIATION, INC.,

Defendants.

Case No.

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, SEAN WINN (hereinafter “Plaintiff”), by and through his undersigned counsel, for his cause of action against Defendants, EQUIFAX INFORMATION SERVICES LLC (hereinafter “Equifax”) and SWIFT & CO. LOFTS CONDOMINIUM ASSOCIATION, INC. (hereinafter “Swift”) (hereinafter collectively “Defendants”), and in support thereof respectfully alleges violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq.

PRELIMINARY STATEMENT

1. This is an action for actual damages, statutory damages, punitive damages, costs, and attorney’s fees brought pursuant to the FCRA.
2. Today in America there are three major consumer reporting agencies, Equifax Information Services LLC (hereinafter “Equifax”), Trans Union LLC

(hereinafter “Trans Union”), and Experian Information Solutions, Inc. (hereinafter “Experian”) (hereinafter collectively “CRAs”).

3. Consumer reporting agencies that create consumer reports, like Equifax, are charged with using reasonable procedures designed to ensure the maximum possible accuracy of the information they report. It is not enough for them to simply parrot information they receive from entities, particularly where a consumer makes a dispute about information reported.

4. When a consumer like Plaintiff disputes information through the agencies, those disputes are transmitted to the party furnishing the information. The FCRA demands that each party separately conduct a reasonable investigation of the consumer’s dispute and correct or delete information they learn to be inaccurate or cannot otherwise verify.

5. The Consumer Financial Protection Bureau has noted, “experience indicates that [Credit Reporting Agencies] lack incentives and under-invest in accuracy”. Consumer Fin. Prot. Bureau, Supervisory Highlights Consumer Reporting Special Edition 21 (Issue 14, March 2, 2017).

JURISDICTION AND VENUE

6. Jurisdiction for this Court is conferred by 28 U.S.C. § 1331, as this action involves violations of the FCRA.

7. Venue is proper for this Court pursuant to 28 U.S.C. § 1331(b)(2), as this is the judicial district in which a substantial part of the events or omissions giving rise to the claims occurred.

8. Venue is proper in this District as Plaintiff is a natural person and resident of Dekalb County, Georgia; Equifax's principal address is in this District; Swift's principal address is in this District; Defendants transact business within this District; and violations described in this Complaint occurred in this District.

9. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c).

10. Equifax is a corporation headquartered at 1550 Peachtree Street, Northwest in Atlanta, Georgia 30309.

11. Equifax is a "consumer reporting agency," as defined in 15 U.S.C. § 1681(f). Equifax is regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

12. Equifax disburses such consumer reports to third parties under contract for monetary compensation.

13. Swift is a corporation headquartered in Sandy Springs, Georgia that is authorized to conduct business in the State of Georgia through its registered agent, Ardent Residential, located at 5555 Glenridge Connector, Suite 200, Sandy Springs, Georgia 30342.

14. Swift is a “furnisher of information” as that term is used in 15 U.S.C § 1681s-2.

15. Swift furnished information about Plaintiff to Equifax that was inaccurate.

FACTUAL ALLEGATIONS

16. Plaintiff is alleged to owe a debt to Swift, partial account number ending in xE229, as to a homeowners’ association account (hereinafter “Swift Account”). Plaintiff does not have an account with Swift and never applied or gave permission to anyone to apply using his information for the Swift Account.

17. In or about end of 2022/early 2023, Plaintiff was monitoring his credit file and observed a decrease of his credit score. Upon review of his credit report, Plaintiff observed the Swift Account which did not belong to him.

18. Shortly thereafter, Plaintiff contacted Swift who advised they had a lease under Plaintiff’s name and payments were not being made. When Plaintiff advised that the account did not belong to him, Swift advised Plaintiff to file a police report.

19. On or about January 9, 2023, Plaintiff filed a police report with the Dekalb County Police Department regarding the fraudulent Swift Account and identity theft.

20. In or about February/March 2023, Plaintiff contacted Equifax to dispute the erroneous reporting of the Swift Account which did not belong to him.

21. On or about March 24, 2023, Plaintiff received dispute results from Equifax which stated the Swift Account was verified as accurate and continued to be reported with a status of 60 to 80 days past due and balance of \$303.

22. Equifax failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher.

23. Equifax never attempted to contact Plaintiff during the alleged investigation.

24. Upon information and belief, Equifax notified Swift of Plaintiff's dispute. However, Swift failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Equifax in connection with the dispute investigation.

25. On or about September 15, 2023, Plaintiff filed a Federal Trade Commission ("FTC") Identity Theft Report, report number 157990161. In this report, he explained that he was a victim of identity theft and that the aforementioned erroneous and fraudulent Swift Account had been opened under his name and was listed in his credit report.

26. Due to the continued inaccurate reporting, in or about December 2023/January 2024, Plaintiff again contacted Equifax to dispute the erroneous Swift Account which did not belong to him.

27. On or about January 10, 2024, Plaintiff received dispute results from Equifax which stated the Swift Account was verified as accurate and continued to be reported with a status of 90 to 119 days past due and balance of \$897.

28. Equifax failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher.

29. Equifax never attempted to contact Plaintiff during the alleged investigation.

30. Upon information and belief, Equifax notified Swift of Plaintiff's dispute. However, Swift failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Equifax in connection with the dispute investigation.

31. On or about March 26, 2024, Plaintiff obtained a copy of his Equifax credit report and upon review, observed an address which did not belong to him. Further, Plaintiff observed the Swift Account continued to be reported with a status of over 120 days past due and balance of \$950.

32. Due to the inaccurate reporting, on or about April 20, 2024, Plaintiff mailed a detailed dispute letter to Equifax. In the letter, Plaintiff requested a copy of

his credit report. Further, Plaintiff advised he was a victim of identity theft and that an address which did not belong to him was appearing in his credit file. Further, Plaintiff explained that the Swift Account did not belong to him. To confirm his identity, Plaintiff included images of his driver's license and recent mail from his health insurance in the letter. Further, in the letter, Plaintiff provided images of the erroneous reporting, images of the filed police report with the Dekalb County Police Department, and images of his filed FTC Identity Theft Report.

33. Plaintiff mailed his detailed dispute letter to Equifax via USPS Certified Mail tracking number, 9589 0710 5270 0358 6184 04.

34. Despite confirmation of delivery on April 24, 2024, Plaintiff did not receive dispute results or a copy of his credit report in the mail from Equifax. However, upon review of his updated credit report on June 7, 2024, Plaintiff observed the Swift Account continued to be reported with a status of over 120 days past due and balance of \$1,298.

35. Plaintiff provided enough information to Equifax to identify his file and to handle the dispute. Equifax failed to follow the mandates of the FCRA and refused to conduct a reasonable investigation.

36. Equifax failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher.

37. Equifax never attempted to contact Plaintiff during the alleged investigation.

38. Upon information and belief, Equifax notified Swift of Plaintiff's dispute. However, Swift failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Equifax in connection with the dispute investigation.

39. Despite Plaintiff's best efforts to have the erroneous reporting corrected, Equifax continues to inaccurately report the erroneous Swift Account in Plaintiff's credit file. Accordingly, Plaintiff's damages are ongoing as of the filing of this Complaint.

40. Equifax has not conducted an actual investigation despite Plaintiff's pleas, and upon information and belief, simply continues to parrot off the back of the furnisher, Swift.

41. Plaintiff continues to suffer as of the filing of this Complaint with Defendants' reluctance to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

42. As a result of the inaccurate credit reporting, Plaintiff has suffered damages, including, but not limited to:

- i. Monies lost by attempting to fix his credit. Plaintiff has suffered actual damages in postage paid, wasted ink and paper, and wasted time;
- ii. Loss of time attempting to cure the errors;
- iii. Mental anguish, added stress, aggravation, embarrassment, sleepless nights, and other related impairments to the enjoyment of life; Plaintiff is being physically affected by Defendants' actions;
- iv. Reduction in credit score;
- v. Apprehensiveness to apply for new credit due to the fear of rejection; and
- vi. Defamation as Defendants published inaccurate information to third party entities.

CAUSES OF ACTION

COUNT I

Violation of 15 U.S.C. § 1681e(b) as to Defendant, Equifax Information Services LLC (Negligent)

43. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

44. Equifax violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the

preparation of the credit report and credit files it published and maintains concerning Plaintiff.

45. Equifax allowed for a Furnisher to report an inaccurate and erroneous account to Plaintiff's credit file.

46. Upon information and belief, Equifax does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

47. Equifax selects to just parrot the information provided by the Furnisher(s) and to avoid conducting re-investigations.

48. Equifax chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

49. Equifax violated its own policies and procedures by not deleting an account when Plaintiff provided them with the filed police report and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

50. As a result of this conduct, action, and inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

51. The conduct, action, and/or inaction of Equifax was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

52. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT II
**Violation of 15 U.S.C. § 1681e(b) as to
Defendant, Equifax Information Services LLC (Willful)**

53. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

54. Equifax violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

55. Equifax allowed for a Furnisher to report an inaccurate and erroneous account to Plaintiff's credit file.

56. Upon information and belief, Equifax does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

57. Equifax selects to just parrot the information provided by the Furnisher(s) and to avoid conducting re-investigations.

58. Equifax chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

59. Equifax violated its own policies and procedures by not deleting an account when Plaintiff provided them with the filed police report and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

60. As a result of this conduct, action, and inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

61. The conduct, action and/or inaction of Equifax was willful, rendering it liable for actual or statutory damages, and punitive damages, in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n.

62. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT III
**Violations of 15 U.S.C. § 1681i as to
Defendant, Equifax Information Services LLC (Negligent)**

63. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

64. After receiving Plaintiff's disputes, Equifax violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

65. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Equifax failed to conduct

independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher.

66. Plaintiff provided Equifax with the information it needed to confirm that he was a victim of identity theft. Equifax ignored this information and failed to respond to Plaintiff's disputes, failed to conduct a thorough investigation into his disputes, or otherwise make his credit file accurate.

67. As a direct result of this conduct, action and/or inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

68. The conduct, action, and/or inaction of Equifax was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

69. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to § 1681o.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-

judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT IV
Violations of 15 U.S.C. § 1681i as to
Defendant, Equifax Information Services LLC (Willful)

70. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

71. After receiving Plaintiff's disputes, Equifax violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

72. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Equifax failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher.

73. Plaintiff provided Equifax with the information it needed to confirm that he was a victim of identity theft. Equifax ignored this information and failed to

respond to Plaintiff's disputes, failed to conduct a thorough investigation into his disputes, or otherwise make his credit file accurate.

74. As a direct result of this conduct, action and/or inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

75. The conduct, action, and/or inaction of Equifax was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

76. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to § 1681n.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoin defendant from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT V
**Violations of 15 U.S.C. § 1681g as to
Defendant, Equifax Information Services LLC (Negligent)**

77. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

78. After receiving Plaintiff's disputes, Equifax violated 15 U.S.C. § 1681g by failing to disclose to Plaintiff all information in Plaintiff's credit file.

79. Plaintiff provided to Equifax appropriate and sufficient proofs of identity to allow Equifax to create a high degree of confidence in knowing the identity of Plaintiff.

80. Despite the sufficient proofs of identification produced by Plaintiff, Equifax refused to conduct any independent investigations into Plaintiff's disputes and provide any documentation, his credit report, or dispute results to Plaintiff.

81. As a direct result of this conduct, action and/or inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

82. The conduct, action, and/or inaction of Equifax was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

83. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to § 1681o.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT VI
Violations of 15 U.S.C. § 1681g as to
Defendant, Equifax Information Services LLC (Willful)

84. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

85. After receiving Plaintiff's disputes, Equifax violated 15 U.S.C. § 1681g by failing to disclose to Plaintiff all information in Plaintiff's credit file.

86. Plaintiff provided to Equifax appropriate and sufficient proofs of identity to allow Equifax to create a high degree of confidence in knowing the identity of Plaintiff.

87. Despite the sufficient proofs of identification produced by Plaintiff, Equifax refused to conduct any independent investigations into Plaintiff's disputes and provide any documentation, his credit report, or dispute results to Plaintiff.

88. As a direct result of this conduct, action and/or inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

89. The conduct, action, and/or inaction of Equifax was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

90. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to § 1681n.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoin defendant from further violations of these parts; and such other such relief the Court may deem just and proper.

COUNT VII

**Violation of 15 U.S.C. § 1681 s-2(b) as to
Defendant, Swift & Co. Lofts Condominium Association, Inc. (Negligent)**

91. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

92. Swift furnished inaccurate account information to Equifax and through Equifax to all of Plaintiff's potential lenders.

93. After receiving Plaintiff's disputes, Swift violated 15 U.S.C. § 1681s-2(b) by (i) failing to fully and properly investigate Plaintiff's dispute of the erroneous account; (ii) failing to review all relevant information regarding same; (iii) failing to accurately respond to Equifax; and (iv) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

94. Plaintiff provided all the relevant information and documents necessary for Swift to have identified that the account was fraudulent.

95. Swift did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to Swift by Plaintiff in connection with his disputes of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further, even if

it would attempt to plead ignorance, it had the evidence and information with which to confirm and recognize that Plaintiff was a victim of identity theft.

96. Swift violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to the CRAs after it had been notified that the information it was furnishing was inaccurate.

97. As a direct result of this conduct, action, and/or inaction of Swift, Plaintiff suffered damages, including without limitation, loss of ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

98. The conduct, action, and inaction of Swift was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 USC § 1681o.

99. Plaintiff is entitled to recover costs and attorney's fees from Swift in an amount to be determined by the Court pursuant to 15 USC § 1681o.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual damages against Defendant, SWIFT & CO. LOFTS CONDOMINIUM ASSOCIATION, INC.; jointly and severally; award Plaintiff his attorneys' fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder

from further violations of these parts; and grant all such additional relief as the Court deems appropriate.

COUNT VIII

**Violation of 15 U.S.C. § 1681 s-2(b) as to
Defendant, Swift & Co. Lofts Condominium Association, Inc. (Willful)**

100. Plaintiff re-alleges and incorporates paragraphs one (1) through forty-two (42) above as if fully stated herein.

101. Swift furnished inaccurate account information to Equifax and through Equifax to all of Plaintiff's potential lenders.

102. After receiving Plaintiff's disputes, Swift violated 15 U.S.C. § 1681s-2(b) by (i) failing to fully and properly investigate Plaintiff's dispute of the erroneous account; (ii) failing to review all relevant information regarding same; (iii) failing to accurately respond to Equifax; and (iv) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

103. Plaintiff provided all the relevant information and documents necessary for Swift to have identified that the account was fraudulent.

104. Swift did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to Swift by Plaintiff in connection with his disputes

of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further, even if it would attempt to plead ignorance, it had the evidence and information with which to confirm and recognize that Plaintiff was a victim of identity theft.

105. Swift violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to the CRAs after it had been notified that the information it was furnishing was inaccurate.

106. As a direct result of this conduct, action, and/or inaction of Swift, Plaintiff suffered damages, including without limitation, loss of ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

107. The conduct, action, and inaction of Swift was willful, rendering it liable for actual or statutory damages and punitive damages, in an amount to be determined by the Court pursuant to 15 USC § 1681n.

108. Plaintiff is entitled to recover costs and attorney's fees from Swift in an amount to be determined by the Court pursuant to 15 USC § 1681n.

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, SWIFT & CO. LOFTS CONDOMINIUM ASSOCIATION, INC.; award Plaintiff his

attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoin from further violations of these parts; and such other such relief the Court may deem just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury of all issues triable by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, SEAN WINN, respectfully requests that this Court award judgment for actual, statutory, compensatory, and punitive damages against Defendants, EQUIFAX INFORMATION SERVICES LLC and SWIFT & CO. LOFTS CONDOMINIUM ASSOCIATION, INC., jointly and severally; attorneys' fees and costs; prejudgment and post-judgment interest at the judgment rate; and such other relief the Court deems just and proper.

DATED this 9th day of July 2024.

Respectfully submitted,

/s/ Octavio Gomez

Octavio "Tav" Gomez, Esq.
Florida Bar #: 0338620
Georgia Bar #: 617963
Pennsylvania Bar #: 325066
The Consumer Lawyers PLLC
501 E. Kennedy Blvd, Suite 610
Tampa, Florida 33602
Cell: (813) 299-8537
Facsimile: (844) 951-3933

Tav@theconsumerlawyers.com
Attorney for Plaintiff